

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD*
CHARLES T. KAPPLER
JOHN H. DOYLE*
JAMES C. MARTIN, JR.*

* ALSO ADMITTED IN NEW YORK
* ALSO ADMITTED IN MARYLAND

LAW OFFICES
ALVORD AND ALVORD

200 WORLD CENTER BUILDING

918 SIXTEENTH STREET, N.W.

WASHINGTON, D.C.

20006-2973

(202) 393-2266

OF COUNSEL
URBAN A. LESTER

TELEX
440367 A AND A

TELEFAX
(202) 393-2156

OCT 16 1990 - 12:15 PM #15

INTERSTATE COMMERCE COMMISSION

October 16, 1990

Rec. No. 16930-A

OCT 16 12 01 PM '90

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) fully executed and acknowledged copies of a Memorandum of Assignment of Lease Agreement (1990-A) dated October 10, 1990, a secondary document as defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

The enclosed document relates to the Memorandum of Lease Agreement dated as of July 6, 1990, which was filed and recorded on July 11, 1990 under Recordation Number 16930.

The names and addresses of the parties to the enclosed document are:

Assignor: ABB Credit A/B
Nybrokajen 15
S-111 48 Stockholm
Sweden

Assignee: ABB Credit A/S
Petersmindevej 1
5000 Odense C
Denmark

A description of the railroad equipment covered by the enclosed document is:

Four (4) ALP-44 Electric Locomotives bearing
New Jersey Transit Corporation road numbers
4400 through 4403, both inclusive.

C. T. Kappler

Mr. Sidney L. Strickland, Jr.
October 16, 1990
Page Two


Also enclosed is a check in the amount of \$15 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return a stamped copy of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

A short summary of the enclosed secondary document to appear in the Commission's Index:

Memorandum of Assignment of Lease Agreement (1990-A) dated October 10, 1990 between ABB Credit A/B, Assignor, and ABB Credit A/S, Assignee, covering 4 ALP-44 electric locomotives bearing New Jersey Transit Corporation road numbers 4400 - 4403.

Very truly yours,


Charles T. Kappler

CTK/bg
Enclosures

MEMORANDUM OF ASSIGNMENT OF LEASE AGREEMENT
[1990-A]

RECORDATION NO. 16930-A
OCT 16 1990 - 12 15 PM
FILED 143
INTERSTATE COMMERCE COMMISSION

THIS MEMORANDUM OF ASSIGNMENT OF LEASE AGREEMENT is made and entered into on this 10th day of October, 1990, between ABB CREDIT A/B, a corporation organized and existing under the laws of the Kingdom of Sweden ("Assignor"), ABB CREDIT A/S, a corporation organized and existing under the laws of the Kingdom of Denmark ("Assignee") and NEW JERSEY TRANSIT CORPORATION, a body corporate and politic established in the Executive Branch of the State Government of New Jersey ("Lessee").

WITNESSETH:

1. Pursuant to an Assignment and Assumption Agreement dated as of October 8, 1990 ("Assignment"), Assignor has assigned to Assignee its entire right, title and interest in and to a certain Lease Agreement [1990-A] dated as of July 2, 1990 ("Lease"), between Assignor as lessor and Lessee. In addition, Assignee and Lessee have amended and restated the Lease by entering into an Amended and Restated Lease Agreement [1990-A] dated as of October 8, 1990 ("Amended and Restated Lease"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Amended and Restated Lease.

2. The Lease was evidenced by a Memorandum of Lease Agreement dated July 6, 1990, which Memorandum of Lease Agreement was recorded with the Interstate Commerce Commission on July 11, 1990 with Recordation No. 16930. This document is being recorded under Recordation No. 16930 as a secondary document to evidence both the Assignment and the Amended and Restated Lease.

3. Under the terms of the Lease, Assignor leased unto Lessee four (4) ALP-44 Electric Locomotives, bearing markings as set forth on Schedule A attached hereto and incorporated herein (collectively, the "Locomotives"). Under the terms of the Amended and Restated Lease, Assignee continues to Lease the Locomotives unto Lessee.

4. The Amended and Restated Lease remains in effect for an Interim Term ending January 4, 1991 or, if such date is not a Banking Day, then the next succeeding Banking Day, and a Basic Lease Term commencing on January 4, 1991 or, if such date is not a Banking Day, then the next succeeding Banking Day, and to end on January 4, 1998 or, if such date is not a Banking Day, then the next succeeding Banking Day. The Amended and Restated Lease is

subject to renewal for the Extended Term, ending on January 4, 2003 or, if such date is not a Banking Day, then the next succeeding Banking Day.

5. Pursuant to the Call Option Agreement [1990-A] dated as of October 8, 1990 ("Call Option Agreement") between Assignee as Call Optiongrantor and Lessee as Call Optionholder, Lessee, at its election, may purchase the Locomotives pursuant to the terms and upon the conditions contained in the Call Option Agreement.

6. The names, addresses and telephone numbers of the Assignee and Lessee are as follows:

Assignee: ABB Credit A/S
Petersmindevej 1
5000 Odense C
Denmark
Attention: Managing Director
Tel. #: 45-66-14-70-80

Lessee: New Jersey Transit Corporation
McCarter Highway & Market Street
P.O. Box 10009
Newark, New Jersey 07101
Attention: Albert R. Hasbrouck
Assistant Executive
Director for
Corporate Affairs
Tel. #: (201) 643-7131

IN WITNESS WHEREOF, the parties hereto have duly executed this Memorandum of Assignment of Lease as of the day and year first written above.

ABB CREDIT AB, Assignor




By: 
Name: GÖRAN MARTENS
Title: Attorney in fact

ABB CREDIT A/S, Assignee

By: 
Name: HENNING C JENSEN
Title: KONCERNLEDEREN

NEW JERSEY TRANSIT
CORPORATION, Lessee

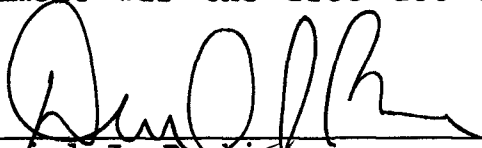
By: 
Name: Roger E. Nutt
Title: Acting Chief
Financial Officer

CORPORATE ACKNOWLEDGMENT

(Pursuant to 49 C.F.R. 1177.3)

KINGDOM OF SWEDEN :
SS.:
CITY OF MALMO:


On this 8th day of October, 1990, before me personally appeared ROGER E. NUTT, to me personally known, who being by me duly sworn, says that he is the Acting Chief Financial Officer of NEW JERSEY TRANSIT CORPORATION, that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Daniel J. Barkin
An Attorney at Law of New Jersey

KINGDOM OF SWEDEN :
SS.:
CITY OF MALMO:

On this 8th day of October, 1990, before me personally appeared BOGAN MARTINIS, to me personally known, who being by me duly sworn, says that (s)he is the ATTORNEY IN FACT of ABB CREDIT AB, that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



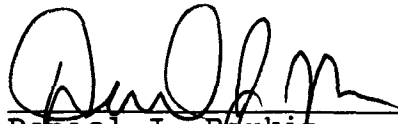
Daniel J. Barkin
An Attorney at Law of New Jersey

KINGDOM OF SWEDEN

:
SS.:

CITY OF MALMO:

On this 8th day of October, 1990, before me personally appeared HENNING O. JENSEN, to me personally known, who being by me duly sworn, says that (s)he is the CHAIRMAN of ABB CREDIT A/S, that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Daniel J. Barkin
An Attorney at Law of New Jersey

SCHEDULE A
[1990-A]

DESCRIPTION

LESSEE

ALP-44 Electric Locomotive
No. 4400

New Jersey Transit
Corporation

ALP-44 Electric Locomotive
No. 4401

New Jersey Transit
Corporation

ALP-44 Electric Locomotive
No. 4402

New Jersey Transit
Corporation

ALP-44 Electric Locomotive
No. 4403

New Jersey Transit
Corporation